

End User License Agreement

This End User License Agreement (“License”) is made between you (“you” or “You”) and Iron Speed, Inc., a Delaware corporation (“Iron Speed”). This License contains the terms and conditions by which Iron Speed provides and you access the Iron Speed computer software, services, and technology consisting of the software, updates to the software, customization of the software, documentation, and application templates that you have licensed (individually and collectively referred to as the “Software”). By **clicking the button marked “I Accept” below**, you agree to be bound by the terms of this License. If you do not agree, please click the button marked “I do not accept.”

1. **Grant of License.** Subject to all the terms and conditions set forth in this License, and subject to the payment of all applicable fees and charges, this License grants you a non-exclusive, perpetual license to install and use one (1) copy of the specified version of the Software in object code format for your own internal purposes and with the features and functionality enabled by the product key issued to you by Iron Speed. The Software may not be used on more than one computer or by more than one user. A virtual machine instance is considered to be a computer. If you have purchased multiple Licenses for the Software, then at any time you may have as many copies of the Software in use as you have Licenses. The Software is “in use” on a computer when it is loaded into the temporary memory (i.e. RAM) or installed into the permanent memory (e.g., hard disk, CD-ROM, or other storage device) of that computer.
2. **Named Developer.** Each licensed copy of the Software is licensed for use only by the individual “named developer” who has registered the Software with Iron Speed. The named developer is authorized to deactivate and uninstall the Software from one computer and then install and reactivate the Software on a different computer, as long as the Software is only installed and used by the named developer on a single computer at a time.
3. **Multiple Software Versions.** Iron Speed may provide you one or more updated versions of the Software pursuant to a separate maintenance agreement with Iron Speed or otherwise. Such updated version(s) may be accompanied by new license keys. The originally provided version of the Software and any updated version(s) together constitute one licensed copy of the Software and may only be used by the named developer on a single computer at a time.
4. **Transfer of License.** You may transfer the license from one named developer to a different named developer on a permanent basis by notifying Iron Speed and completing Iron Speed’s license transfer and re-registration process to identify the new named developer, provided that the new named developer shall have no right to use the Software until this process is completed, and the previous named developer shall have no right to use the Software after the process is completed.
5. **Copyright.** The Software is owned by Iron Speed or its suppliers or licensors and is protected by United States copyright laws and international treaty provisions. Therefore, you may not use, copy, or distribute the Software without authorization. This License does not constitute a sale of the Software, or any portion thereof. Without limiting the generality of the foregoing, you do not receive any rights to any patents, copyrights, trade secrets, trademarks or other intellectual property rights relating to or in the Software, except in Generated Code as defined below. All rights not expressly granted to you under this License are reserved by Iron Speed. This License authorizes you to make one copy of the Software solely for backup or archival purposes. You may not print copies of any user documentation provided in “online” or electronic form.

6. **Restrictions.** You may not gain access to, or attempt to gain access to, Software features or functionality that are not enabled by the product key issued to you by Iron Speed. You may not rent, lease or loan the Software. You may not reverse engineer, decompile or disassemble the Software, except to the extent the foregoing restriction is expressly prohibited by applicable law. You may not modify or create derivative works of the Software, in whole or in part, except as part of Generated Code as defined below.
7. **Generated Application Source Code.** The Software may in the course of your use generate source code for software applications that are not part of the Software ("Generated Code"). This Generated Code is a derivative work based on portions of the Software. When you use the Software under a valid License, you are granted a non-exclusive right to use, modify, and redistribute any Generated Code created thereby.
8. **Payment Terms.** You may use the Software free-of-charge for a stated trial period, beginning on the date you first click the "I Accept" button. If you continue to use the Software after the stated trial period, you shall pay all fees and charges specified in Iron Speed's current fee schedule or in the relevant sales quotation provided by Iron Speed to you. If you do not wish to use the Software after the stated trial period, you must delete the Software from your computer equipment or storage device. Iron Speed may terminate this License if Iron Speed does not receive timely payment of all amounts due for the use of the Software. You agree to pay any taxes, including personal property taxes or sales taxes, resulting from your use of the Iron Speed Software. You agree to pay all attorney and collection fees arising from our efforts to collect any past due amounts from you to the extent allowed by law.
9. **Termination.** This License shall be effective upon installation of the Software and SHALL TERMINATE UPON THE EARLIER OF: (i) YOUR FAILURE TO COMPLY WITH ANY TERM OF THIS LICENSE; OR (ii) RETURN, DESTRUCTION OR DELETION OF ALL COPIES OF THE SOFTWARE IN YOUR POSSESSION. Iron Speed's rights and your obligations shall survive the termination of this License. Upon termination of this License by Iron Speed, you shall certify in writing to Iron Speed that all copies of the Software, or any portion thereof, have either been returned to Iron Speed or otherwise destroyed or deleted from any of your computer libraries or storage devices.
10. **NO WARRANTIES.** THE SOFTWARE IS PROVIDED ON AN "AS IS" BASIS. YOU ASSUME THE ENTIRE COST OF ANY DAMAGE RESULTING FROM THE INFORMATION CONTAINED IN OR COMPILED BY THE SOFTWARE. YOU ASSUME ALL RESPONSIBILITIES FOR SELECTION OF THE SOFTWARE TO ACHIEVE YOUR INTENDED RESULTS, AND FOR THE INSTALLATION OF, USE OF, AND RESULTS OBTAINED FROM THE SOFTWARE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IRON SPEED DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT WITH RESPECT TO THE SOFTWARE. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHERS WHICH VARY FROM JURISDICTION TO JURISDICTION.
11. **LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL IRON SPEED OR ITS SUPPLIERS OR LICENSORS BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, OR PUNITIVE DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL IRON SPEED OR ITS SUPPLIERS OR LICENSORS BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF DATA OR OTHER SUCH PECUNIARY LOSS) ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE, EVEN IF IRON SPEED HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL IRON SPEED'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES IN ANY ONE OR MORE CAUSE OF ACTION ARISING OUT OF THIS LICENSE EXCEED THE AMOUNT PAID BY YOU FOR THE SOFTWARE. THIS LIMITATION SHALL

APPLY REGARDLESS OF THE FAILURE OF ANY ESSENTIAL REMEDY. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

12. **U.S. Government-Restricted Rights.** The Software is deemed to be “commercial computer Software” and “commercial computer Software documentation,” respectively, pursuant to DFAR Section 227.7202 and FAR Section 12.212, as applicable. Any use, modification, reproduction release, performance, display or disclosure of the Software and accompanying documentation by the U.S. Government shall be governed solely by the terms of this License and shall be prohibited except to the extent expressly permitted by the terms of this License.
13. **Export Restrictions.** You may not download, export, or re-export the Software (a) into, or to a national or resident of, any country to which the United States has embargoed goods, or (b) to anyone on the United States Treasury Department’s list of Specially Designated Nationals or the U.S. Commerce Department’s Table of Deny Orders. By downloading or using the Software, you are representing and warranting that you are not located in, under the control of, or a national or resident of any such country or on any such list.
14. **Marketing Use.** You agree to allow your company name to be listed as a customer on the Iron Speed website and other marketing materials. Your individual name will not be used, except as mutually agreed.
15. **General.** This License is governed by the laws of the United States and the State of California, without reference to conflict of laws principles. Any dispute between you and Iron Speed regarding this License shall be subject to the exclusive jurisdiction of the courts of the State of California in connection with any action arising under this License. This License is the entire agreement between you and Iron Speed and supersedes any other communications or advertising with respect to the Software. If any provision of this License is held invalid or unenforceable, the remainder of this License shall continue in full force and effect.

Should you have any questions concerning this License, or if you desire to contact Iron Speed for any reason, please contact: sales@ironspeed.com (email), www.ironspeed.com (website).